

**PAYPHONE SERVICES
RFP # 317.03-117**

RFP Amendment 1

Responses to Written Comments

Item #	Question	Response
	Note: in the questions that follow, any vendor's restatement of the text of the Request for Proposals (RFP) is for reference purposes only and shall not be construed to change the original RFP wording.	
1.	Based on our review of the RFP it appears that we could have one of the four companies actually bid the contract and the other three would be sub-contractors to the bidder. Geographically we are located across the state with two in the east, one in middle and I would service the west TN area. We are all retired from [company name deleted] pay telephone division as technicians and managers. Would this be an acceptable arrangement based on your knowledge of the state's requirements?	<p>Yes. According to Section 4.6, Assignment and Subcontracting, the use of subcontractors is allowed with the State's prior, written approval.</p> <p>Response to Section B.12, Qualifications & Experience, of the Technical Proposal requests subcontractor information. The State's signature on the contract of the winning vendor will be considered the State's prior, written approval of subcontractors presented within the Proposal.</p> <p>However, Proposers are warned that they may <u>not</u> submit more than one Proposal, or Proposals in different forms; see RFP Sections 4.3.6 and 4.3.7.</p>
2.	Please clarify---Does the State of TN own the current equipment/ enclosures in place or does the incumbent provider, Cincinnati Bell? If Cincinnati Bell does own the enclosures are they willing to sell them to expedite the conversion process?	<p>Section 1.1, paragraph 6, sentence 2, of the RFP states, "CBPC has agreed to continue to provide service until successful transition to the new Contractor, to work with the new Contractor to transition all service and lines and <u>to transfer all equipment currently in place to the new Contractor, at no cost to the new Contractor.</u> CBPC will transfer existing line numbers where allowed by the Local Exchange Carrier (LEC). <u>The new Contractor must agree to provide the same transition and transfer of all installed equipment and services at the end of the contract period resulting from this RFP i.e., the new Contractor shall perform the transition, transferring ownership of existing equipment and lines, and perform all services associated therewith at no cost to the subsequent vendor.</u>" [Emphases added.]</p> <p>In the quotation above, "equipment" includes enclosures.</p>
3.	Is Cincinnati Bell charging a supercedure cost for the conversion of the lines?	No.

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4.	Although the RFP does allow for subcontractors, where and when does the State want the potential subcontractors denoted for advance approval?	The State cannot grant advance approval for subcontractors, prior to the evaluation of the Proposals. Please see response to Question #1 above.
5.	Is the State willing to pay for the Mandatory signage stating, “ NOTICE: This Contractor is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider illegal or improper, please call the State Comptroller’s toll free hotline: 1-800-232-5454 ”?	<p>Not as a separate item. The following sections of the RFP state:</p> <p>RFP Section 1.1, paragraph 8, sentence 1: "Conversion to the new contractor with this contract will include a site visit with equipment documentation, lock change (new lock provided by contractor), removal of any CBPC signage and logos and replacement signage."</p> <p>Section A.2, of the Pro Forma contract, paragraph 1, sentence 2: "Conversion to the new contractor with this contract will include at a minimum, a site visit with equipment documentation, lock change (new lock to be provided by contractor), removal of any CBPC signage and logos and replacement signage."</p> <p>Section A.2.e., of the Pro Forma contract: "Contractor shall be compensated for the initial conversion of existing payphone locations in accordance with Contract Section C.3.a."</p> <p>Section C.3.a., of the Pro Forma contract: "Contract Section A.2 – Initial Conversion of Existing State Payphones. The cost to the State, to convert the responsibility for one (1) pre-existing payphone from the previous vendor to the Contractor. (One- time cost per phone converted.)"</p>
6.	Under the Payphone Trouble Reports, Section A.8.b, trouble reports can be accepted 24 hours a day, 365 a day. Depending on the priority, reports have to be responded to within 8 business hours. Is any leeway for reports that are made during non-business hours, holidays or on the weekends?	For a trouble event reported during non business hours, the time for the response begins at the next regular business hour. Example: for a priority 3 report received by the contractor on a Saturday night with Monday as the next business day, the contractor should respond by the end of the business day on Monday providing an ETA for technician to be on site. The repair should be complete by the end of the business day on Tuesday.
7.	From time to time outdoor media companies make requests to advertise on payphones. Is the State interested in participating in the advertising campaigns with its expressed written approval beforehand for additional revenues generated?	No.
8.	Miki Gregory stated during the pre bid meeting that she expected the number of phones in service to drop to about 275 units. Can the State provide any further information as to which	Section 1.1, page 4, 3 rd full paragraph, of the RFP states "With this contract, the State may choose to disconnect 1/3 or more of its existing payphones." Proposers should note the words "may choose" and

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	phones it plans to remove?	"1/3 or more." The State is in the process of determining now how many units will be disconnected and how many will remain. This information will not be known until the end of February 2005.
9.	Any current historical information as regards revenue?	See <i>Responses to Written Comments, Attachment A</i> , (Sheets labeled OSREV, PER CALL, COIN, and DATA SHEET) in a separate Excel spreadsheet. Proposer should be aware that Attachment A was provided by Cincinnati Bell. The State makes no guarantee as to the accuracy of this info. See also, RFP Section 1.5.10. Also, please see response to Question 8. Also, note in Section 1.1, 5 th paragraph of the RFP, which states "The State seeks a stable contract for payphone services that will last beyond the changing industry and the falling revenues."
10.	Is a list available which indicates the franchised local exchange telephone company where each payphone is installed?	See <i>Responses to Written Comments, Attachment A</i> , (Sheet labeled LOCATION LISTING) in a separate Excel spreadsheet.
11.	As a follow up to question 3, can the State determine if the current payphone provider is using the dial tone services of any CLEC and if so can they can provide where?	See <i>Responses to Written Comments, Attachment A</i> , (Sheet labeled LOCATION LISTING) in a separate Excel spreadsheet.
12.	Pertaining to item C.5 on page 47 of the RFP. In order to provide the State with the most accurate "plan for conversion", I am requesting more information as to the size and scope of the conversion team that Cincinnati Bell Public Communications, Inc.(CBPC) will provide for this project.	Cincinnati Bell has committed to providing the resources required to assist the new Contractor with information and conversion assistance and to meet the States conversion schedule.
13.	Will there be any charge from Cincinnati Bell Public Communications for the equipment in place?	No. Please see response to Question 2.
14.	Will there be any charge from Cincinnati Bell Public Communications for TDD's?	No. Please see response to Question 2.
15.	Will we receive a copy of all the bidders names and questions submitted at the pre-bid meeting?	<ol style="list-style-type: none"> 1. No. The State did not maintain an attendance sheet for the Pre-Proposal Conference. 2. No. Questions submitted at the pre-bid meeting were verbal, and all State responses were unofficial, in accordance with RFP Section 1.8. Attendees were encouraged to submit their questions in writing before the 'Written Comments Deadline' listed in the RFP Schedule of Events, RFP Section 2 and to submit a Notice of Intent to Propose. <p>Submission of a Notice of Intent To Propose</p>

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		as detailed in RFP Section 1.6, "is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.5, et seq., above)."
16.	Approximately how many payphones does the State want installed?	RFP Attachment 6.7, "Payphone List", is a listing of all known State payphone locations. Also, please see response to Question 8.
17.	Page 13, Section 4.8: define professional malpractice liability as it relates to the referenced paragraph.	For purposes of this RFP, malpractice liability is defined as liability for failure to provide services in accordance with recognized professional standards. As stated in RFP Attachment 6.3, Section A, item A.2, 3rd bullet, the State requires "a copy of a valid certificate of insurance indicating liability insurance in the amount of at least One Million dollars (\$1,000,000)." The State assumes that adequate protection for the malpractice liability is covered under this liability insurance coverage. However, the State does reserve the right to require additional insurance, as described in RFP Section 4.8.
18.	Page 26, Section A.8.b. Payphone Trouble Reports iii: provide what constitutes priority 1,2,3 & 4 payphone trouble. Example: unit hit and hazardous or handset missing.	The priority of the trouble report is determined by the State, based on level of malfunction (not working at all, minor problem, cosmetic problem). However, the priority level may also be affected by the specific situation, such as the local user's perceived need and urgency. Historically, the majority of trouble reports were assigned a Priority 3 (medium).
19.	Page 29, Attachment 6.1, Section C.4.a: provide information on billing services software i.e.: type of operating system the software operates on, parent database the software is written in and how the data on the CD should be formatted i.e. test, html, etc.	The Operating System is z/os 1.4.0, which runs on the Mainframe. We use VSAM files for data repository and the programs are written in COBOL. The CD should be a fixed field length ASCII file. Compatibility is not usually a problem. State programming personnel will work with Contractor on the format of the Billing CD.
20.	Page 35, Attachment 6.1, Section E.5: explain what constitutes a partial takeover in this contract and the conditions to activate this clause.	The State is amending the Contract to remove Contract Section E.5, Partial Takeover. See <i>Revisions to RFP and Pro Forma Contract</i> , item 2, below.

RFP AMENDMENT 1

Revisions to RFP and *Pro Forma* Contract

1. Delete Item #5 of RFP Attachment 6.3 (Qualifications & Experience Items), Section B.14 in its entirety and replace it with the following:

- B.14 5. The State will base its reference check evaluation on the contents of these envelopes. **THE STATE WILL NOT ACCEPT LATE REFERENCES OR REFERENCES SUBMITTED THROUGH ANY OTHER CHANNEL OF SUBMISSION OR MEDIUM, WHETHER WRITTEN, ELECTRONIC, VERBAL, OR OTHERWISE.**

Each reference must include:

- the Proposer's name;
- the Reference's Organization name;
- the Name of the person responding;
- the Title of person responding; and
- the Date the reference form was completed.

2. Delete Section E.5, Partial Takeover, of the *Pro Forma* contract in its entirety.